



CHS  
2060 Winston Park Drive, suite 400,  
Oakville, ON, L6H 5R7  
[chs@chsltd.com](mailto:chs@chsltd.com)  
T: 1-800-461-1423 F: 1-800-234-  
1536

## **GENERAL TERMS AND CONDITIONS – Rev 6.22.2023**

The following terms and conditions will apply to all Customers purchasing Goods from Canadian Hospital Specialties Limited and all its subsidiaries (“CHS”), except when Customers have a separate agreement with CHS, and in these instances, the latter will apply.

### **PRICING AND PRODUCT SUBSTITUTION**

Prices quoted are valid for 30 days unless otherwise noted, and they are exclusive of all taxes and subject to duty, where applicable. Prices are subject to increase in the event of fluctuations in foreign exchange, inflation, and price increase from manufacturers. Additionally, CHS is not responsible for products that are discontinued by the manufacturers, and CHS will use commercially reasonable efforts to source substitute products for its Customers, which will be offered at the then current market price.

### **FORCE MAJEURE:**

The delivery of the Goods may be impacted by a Force Majeure Event. “Force Majeure Event” shall mean any event beyond the reasonable control of the Party affected by such circumstance, including, but not limited to, an act of God, delay or loss in transportation, fire, flood, earthquake, storm, war, terrorism, riot, revolt, act of public enemy, embargo, explosion, civil commotion, strike, labor dispute, loss or shortage of power, supply chain disruptions, shortage of raw materials, or any adverse determination with respect to any law, rule, regulation, or order, or any other action by any third party, public authority, or regulatory body that prohibits or materially impairs either Party from performing its obligations under this Agreement. CHS shall not be held financially responsible if it is unable to supply products due to factors beyond its reasonable control.

### **ORDER CANCELLATION**

Any request to cancel product orders must be received by CHS within 24 hours of submission of your original order. In the event a cancellation notice has not been received within 24 hours, all orders will be deemed to be non-cancellable. CHS will make commercially reasonable efforts to accommodate requests for order cancellation.

### **SHIPPING AND MINIMUM ORDER POLICY**

Orders will be shipped in accordance with scheduled dates of delivery, and by CHS’ choice of carrier. CHS reserves the right to apply a shipping and handling fee based on current minimum order requirements.

### **TITLE AND ACCEPTANCE**

Title to all deliverables, or any part thereof, comprising the Goods/Services to be provided by CHS shall vest in the Customer upon delivery to the Customer. Vesting of title in the Customer as a result of payments made by the Customer to CHS shall constitute acceptance, or be deemed to constitute acceptance, by the Customer of such goods, materials, parts, work in progress or finished work, and shall relieve CHS of its obligations to perform the Services in accordance with the requirements of this Agreement.



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## **PAYMENT TERMS AND INVOICING**

Payment shall be in accordance with the terms stated on CHS invoice. Invoices not paid according to CHS terms of sale are subject to a late payment charge of 2% per month or the highest amount allowed by law, if lower. Customers shall also reimburse CHS for all costs reasonably incurred in collecting any late payments, including legal fees, disbursements, and charges. In addition to all other remedies available under this Agreement or at Law which CHS does not waive by the exercise of any rights under this Agreement, CHS may, if Customer fails to pay any undisputed amounts when due under this Agreement: (a) suspend the delivery of any Goods; and (b) terminate this Agreement.

CHS will submit electronic invoices directly to the electronic address of the Customer for customers able to accept electronically, and will only provide paper invoices where the technical limitations of the customer require the issuance of such written invoices. Electronic Fund Transfer (EFT) will be the preferred form of payment.

## **SHORT SHIPMENTS**

Any short shipments identified at the time of delivery must be noted on the consignee copy of the freight bill. A CHS Customer Service Representative must be notified and provided with all detailed information within 48 hours of shipment receipt.

## **WARRANTY**

CHS makes certain limited warranties regarding the Goods (the "Product Warranty") solely to and for the Customers benefit, which will either be included in a written warranty statement with the Good; or CHS' standard limited warranty in force when the Good is delivered by CHS to Customer. No warranty is extended to Customer under this Agreement. CHS shall not provide any warranty regarding any Good other than the manufacturer's warranty.

**Warranty Limitations:** the Product Warranty does not apply where the Good:

- a) has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions, or use contrary to any instructions issued by CHS or the manufacturer of the product;
- b) has been reconstructed, repaired, or altered by Persons other than CHS or its authorized Representative; or
- c) has been used with any Third-Party Product, hardware or product that has not been previously approved in writing by CHS or the manufacturer.

## **RETURNED GOODS POLICY**

All requests to return product must be approved by a designated Canadian Hospital Specialties (CHS) Customer Service Representative, prior to product being sent back. Return approval is confirmed by obtaining a Returned Goods Authorization number (RGA) from CHS.

Products can only be returned with a minimum 9 months expiry date remaining, and they must be in salable condition without any exterior marking or any type of writing on the box.

Requests for Returned Goods Authorization are submitted to the Customer Service Representative via phone (1-800-461-1423) or email ([returns@chsltd.com](mailto:returns@chsltd.com)). Products are returnable for credit ONLY upon prior receipt of written



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authorization from CHS. No return will be accepted without an RGA. Unauthorized returns or returns lacking a valid and complete RGA will not be accepted and returned to the customer at customer's expense.

Product shipped in error by CHS or merchandise damaged/defective at the time of receipt may be returned (upon written authorization) with prepaid freight. CHS representative will provide return shipping label. Product ordered in error (i.e. incorrect code) by customer will be subject to 30% restocking fee and freight fees to be paid by customer. If errors in shipping or ordering were caused by CHS then no restocking fee will apply.

Upon RGA issuance, merchandise **must be returned** to CHS within **30 days** of RGA acceptance or the RGA will be cancelled. Upon receipt of the product and a successful CHS quality inspection, credit will be issued. Credit will be less restocking fee of 30%.

Customer must provide CSR with the following account/product information:

- Customer Name and Address
- Original PO #
- CHS Product Number
- Product Description
- Quantity to be returned
- Lot number
- Expiry date
- Reason for Return

Unless otherwise specified by CHS, the return request should conform to the following:

- Product(s) are received at warehouse directed by RGA
- RGA must be clearly referenced on the return packaging
- Original packaging with original sale quantity intact and no visible signs of wear and tear (holes, marks, labels removed, shipping labels over original product labels, etc.)
- Resaleable quality
- Product(s) are stocked at CHS; non-stock returns will only be accepted if original manufacturer will accept the return
- Non-stock, drug products (with DIN), or made-to-order items will not be eligible for return
- Product(s) cannot be expired or below minimum saleable dating of 9 months
- Products may not be returned due to over-ordering, over-stocking or change in purchase volumes.

RGA must be issued within 90 days of original purchase.

#### **CUSTOM MADE TRAYS AND OTHER PRODUCTS**

No returns will be accepted on Genesis sterilization containers, capital equipment or parts special orders, and custom-made products such as but not limited to MED-RX trays that are manufactured exclusively for Customers. Additionally, the custom nature of this product requires that any changes to specifications, including usage,



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components, etc. will be done on a timely basis to ensure existing inventories are utilized by the Customers. This will include any product held in inventory by CHS as well as product that is in production at CHS' manufacturing facility.

Also, any inventory of outstanding unique/exclusive componentry (where applicable), must be purchased if not utilized in the tray. Customers who have ordered custom made products and decide to cancel their orders will have to purchase all existing inventory as well as any in-process manufactured product to cover the remaining custom product utilization obligations outlined in the order.

### **CONFIDENTIALITY**

The Parties agree not to disclose, directly or indirectly, any Confidential Information related to this Agreement to any other party or Person, other than the Parties' employees who need to know such Confidential Information in connection with the performance of the Services. Confidential Information shall not include information which:

- a) is in the public domain through no fault of the Parties;
- b) is independently developed by or on behalf of the Parties through Persons who have not had access to, or knowledge of, the Confidential Information; or
- c) is approved in writing by the Party for disclosure prior to its disclosure.

"**Confidential Information**" means any and all information which is non-public, confidential or proprietary in nature including, but not limited to, business, financial and technical information, compilations, forecasts, studies, strategic and marketing plans, budgets, specifications, research information, software, trade secrets, discoveries, inventions, ideas, know-how, designs, drawings, flow charts, data, computer programs, customer names, market data, pricing structures, sales and marketing techniques, and other technical information concerning a Party, or any such information of the parents, subsidiaries or affiliates of a Party.

### **INDEPENDENT CONTRACTOR**

CHS is and shall remain at all times an independent contractor and is not, and shall not represent itself to be an employee, agent, joint venturer or partner of the Customer or to be related to the Customer in any fashion other than as an independent contractor. CHS agrees that it shall not make any representations or engage in any acts which could establish an apparent relationship of agency, joint venture or partnership with the Customer. For greater certainty, the Customer shall not be bound in any manner whatsoever by any agreement, warranties or representations made by CHS to any other Person or by any action of CHS, except where CHS has first obtained the prior written consent of the Customer. Nothing contained in this Agreement is intended to create nor shall be construed as creating an employment relationship between CHS and the Customer.

### **INDEMNIFICATION**

CHS shall indemnify and hold harmless the Customer, its employees, servants and agents from and against all damages, costs, loss, expenses (including legal fees), claims, actions, suits or other proceedings of any kind or nature, which they, or any of them, may at any time incur or sustain as a result of or arising out of an Event of Default, or any act, omission or negligence of CHS, or any of its employees, servants, agents, or subcontractors, in the performance of this Agreement, including without limitation, any injury or death to persons, or loss of or damage to property. Notwithstanding the foregoing, CHS shall not be liable for any indirect, punitive, or consequential damages sustained by the Customer.



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#### **SEVERABILITY**

if any provision or portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

#### **COMPLIANCE WITH LAWS**

CHS represents, warrants and covenants that it shall comply with all applicable international, federal, provincial and local laws and regulations in performing its duties hereunder and in any of its dealings with respect to the Goods/Products.

#### **GOVERNING LAW**

This Agreement, and all attachments hereto, the performance hereunder, and all civil actions, arbitrations, or causes of action hereunder, shall be governed solely by and construed in accordance with the laws of the Province of Ontario, Canada.

#### **ENTIRE AGREEMENT**

The terms of this Agreement replace and supersede all the terms which were set forth under any previous arrangement and/or agreement between the Customer and CHS with respect to the matters set forth herein. All discussions, correspondence, understandings and agreements between the parties relating to the subject matter of this Agreement are superseded by and merge into this Agreement which alone (together with the attached Schedule) fully and completely expresses the agreement between the parties on the term of the relationship between CHS and the Customer, and the same is entered into with no party relying upon any statement or representation or made by or on behalf of any party not embodied in this Agreement.